

City of Freeport

NOTICE OF PUBLIC MEETING
THE FREEPORT CITY COUNCIL
TUESDAY, JANUARY 20, 2009 6:00 P.M.
MUNICIPAL COURT ROOM
FREEPORT POLICE DEPARTMENT, 430 N. BRAZOSPORT BLVD.
FREEPORT, TEXAS 77541

AGENDA FORMAL SESSION

1. Call to Order.
2. Invocation.
3. Pledge of Allegiance.
4. Consideration of the approval of the January 5, 2009 Council Minutes.
Pg. 1-6
5. Attending Citizens and Their Business.
6. Consideration of the approval of accepting the bids and awarding the contract for mowing services for the City of Freeport. Pg. 7-12
7. Consideration of the approval of Resolution No. 2009-2190 appointing Lila Lloyd to the Freeport Historical Board & Main Street Advisory Board of said City.
Pg. 13
8. Consideration of the approval of Ordinance No. 2009-2212 amending the budget for the fiscal year 2008-2009. Pg. 14-18
9. Consideration of the approval of Ordinance No. 2009-2213 vacating and abandoning a portion of the unopened street right-of-way known as Sweeny Street and authorizing the mayor or in his absence, the Mayor Pro Tem to execute a special warranty deed conveying the same. Pg. 19-25

10. Consideration of the approval of Ordinance No. 2009-2214, calling the Annual General Election for the City of Freeport for May 9, 2009, at which all the voters residing in said City shall be permitted to vote for or against the candidates for Mayor of the City of Freeport, Texas and in which the voters of said City residing in Wards B and D shall be permitted to vote for or against the candidates for positions B and D on the City Council of the City of Freeport, Texas. Pg. 26-32
11. Consideration of the approval of a request for a variance by Buddy McKim of Drymalla Construction Company to rebuild a marquee for the Brazosport High School, 1800 West Second Street. Pg. 32B-37
12. Consideration of the approval of entering an Interlocal Agreement with Brazoria County and the City of Freeport for the widening of FM 1495 feeder road. Pg. 38-57
13. Consideration of the approval any action to be taken as result of closed executive session.

Elected Official Report

Work Session

Administration Report

- A. Mary Stotler, Main Street Director reports on the Mardi Gra project.
- B. Dan Tarver, President of EDC reports on the Freeport Marina Project.

Executive Session

Section 551.074, Government Code:

Deliberations concerning the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee, to wit:

Acting City Manager – Jeff Pynes

Adjourn

NOTE: ITEMS NOT NECESSARILY DISCUSSED IN THE ORDER THEY APPEAR ON THE AGENDA. THE COUNCIL, AT ITS DISCRETION, MAY TAKE ACTION ON ANY OR ALL OF THE ITEMS AS LISTED.

This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government Code)

In compliance with the American with Disabilities Act, the City of Freeport will provide for reasonable accommodations for persons attending City Council Meetings. Request should be received 48 hours prior to the meetings. Please contact the City Secretary office at 979.233.3526.

I, Delia Muñoz, City Secretary, City of Freeport, Texas, hereby certify that this agenda was posted on the official bulletin board/glass door of City Hall, facing the rear parking lot of the building, with 24 hour a day public access, 200 W. 2nd Street, Freeport, Texas, on January 14, 2009, at or before 5:00 p.m.

Delia Muñoz
City Secretary

State of Texas

Brazoria County

City of Freeport

BE IT REMEMBERED, that the City of Freeport, met in a regular meeting on Monday, January 5, 2009 at 6:00 p.m., at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas, for the purpose of considering the following agenda:

City Council: Larry L. McDonald
 Clan Cameron
 Jim Saccomanno
 Ron Wise
 Norma M. Garcia

Staff: Acting City Manager, Jeff Pynes
 City Attorney, Wallace Shaw
 Delia Munoz, City Secretary
 Nat Hickey, Property Manager
 Larry Fansher, Parks Director
 Brian Dybala, Golf Course Director

Visitors: Brenda Laird Lila Diehl
 Eric Hayes Loren Hayes
 Dorothy Pirrung Jim Pirrung
 Jerry Meeks Rosa McDonald
 Joyce Adkins Annette Sanford
 Larry Shaefer Judy Shaefer
 Roy Yates Patrick Gore
 Yvette Ruiz Alonzo Martinez
 John Hightower Lila Lloyd
 Dan Tarver Eddie Leach
 Manuel Bustos

Call to Order.

Mayor McDonald called the meeting to order at 6:00 p.m.

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor McDonald led the Pledge of Allegiance.

Consideration of the approval of the December 15, 2008 Council Minutes.

On a motion by Councilman Cameron, seconded Councilman Saccomanno, with all present voting "aye", Council unanimously approved December 15, 2008 Council Minutes.

Attending Citizens and Their Business.

There were no citizens comments.

Consideration of the approval of accepting the bids and awarding the contract for golf carts for the Freeport Municipal Golf Course.

On a motion by Councilman Saccomanno, seconded by Councilman Cameron, with all present voting "aye", Council tabled this item for executive session.

Reconvened: On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting "aye", Council unanimously approved accepting the bids and awarding the contract to Yamaha Golf Car. Co. for golf carts for the Freeport Municipal Golf Course.

Consideration of the approval of accepting the bids and awarding the contract for mowing services for the City of Freeport.

On a motion by Councilman Wise, seconded by Councilman Saccomanno, with all present voting "aye", Council tabled this item for verification of the contract for mowing services for the City of Freeport.

Consideration of the approval of appointing a qualified person to the Freeport Historical Board & Main Street Advisory Board of said City.

On a motion by Councilwoman Garcia, seconded by Councilman Saccomanno, with all present voting 4 to 1, Council approved Lila Lloyd to the Freeport Historical Board & Main Street Advisory board of said City. Councilman Cameron opposed.

Consideration of the approval of closing and abandoning a portion of Gulf Boulevard right-of-way adjacent to and parallel to Block 708, Lots 5 through 12, Velasco Townsite.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", Council unanimously approved closing and abandoning a portion of Gulf Boulevard right-of-way adjacent to and parallel to Block 708, Lots 5 through 12, Velasco Townsite.

Consideration of the approval of selling 1/2 of Sweeny Street Right-of-Way, Block 748, adjacent to Lot 13, between Ave. "S" and the dedicated alley, to be known as Lot 13A, Velasco Townsite.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", Council unanimously approved selling 1/2 of Sweeny Street Right-of-Way, Block 748 adjacent to Lot 13, between Ave. "S" and the dedicated alley to be known as Lot 132A, Velasco Townsite.

Consideration of the approval of selling Block 6, Lot 24, Southview Gardens Subdivision, known as 810 W. 11th Street.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", Council unanimously approved selling Block 6, Lot 24, Southview Gardens Subdivision, known as 810 W. 11th Street .

Consideration of the approval of conveying to the City of Freeport the 13.00 acres of land out of the Old Freeport Golf Course tract conveyed to the Cradle of Texas Conservancy by Ralph David, et al., by deed dated December 19, 1991, Vol. 982, page 843, Official Records of Brazoria County.

On a motion by Councilman Saccomanno, seconded by Councilman Cameron, with all present voting "aye", Council unanimously approved conveying to the City of Freeport the 13.00 acres of land out of the Old Freeport Golf Course tract conveyed to the Cradle of Texas Conservancy by Ralph David, et al., by deed dated December 19, 1991, Vol. 982, page 843, Official Records of Brazoria County.

Consideration of the approval of selling the City's interest on Block 720, Lot 4, Velasco Townsite, known as 1218 North Ave. Q., Acct. # 8110-3125-000.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting "aye", Council unanimously approved selling the City's interest on Block 720, Lot 4, Velasco Townsite, known as 1218 North Ave. Q., Acct. # 8110-3125-000.

Consideration of the approval of selling the City's interest on Block 2, Lot 14, BCIC 8, F.J. Calvit Abstract 51, Bridge Harbor S/D, Acct. No. 2190-0180-000.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting 4 to 1, Council approved selling the City's interest on Block 2, Lot 14, BCIC 8, F.J. Calvit Abstract 51, Bridge Harbor S/D, Acct. No. 2190-0180-000. Councilman Wise opposed.

Consideration of the approval of selling the City's interest on Block 2, Lot 26, Section 2, BCIC 8, F.J. Calvit Abstract 51, Bridge Harbor Subdivision.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting 4 to 1, Council approved selling the City's interest on Block 2, Lot 26, Section 2, BCIC 8, F. J. Calvit Abstract 51, Bridge Harbor Subdivision. Councilman Wise opposed.

Consideration of the approval of selling the City's interest on Block 3, Lot 3, Section 2, BCIC 8, F.J. Calvit Abstract 51, Bridge Harbor Subdivision.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting 4 to 1, Council approved selling the City's interest on Block 3, Lot 3, Section 2, BCIC 8, F.J. Calvit Abstract 51, Bridge Harbor Subdivision. Councilman Wise opposed.

Consideration of the approval of selling the City's interest on Block 3, Lot 4, Section 2 BCIC 8, F.J. Calvit Abstract 51, Bridge Harbor Subdivision.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting 4 to 1, Council approved selling the City's interest on Block 3, Lot 4, Section 2 BCIC 8, F.J. Calvit Abstract 51, Bridge Harbor Subdivision. Councilman Wise opposed.

Consideration of the approval of selling the City's interest on Block 3, Lot 7, Section 2 BCIC 8, F.J. Calvit Abstract 51, Bridge Harbor Subdivision.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting 4 to 1, Council approved selling the City's interest on Block 3, Lot 7, Section 2 BCIC 8, F.J. Calvit Abstract 51, Bridge Harbor Subdivision. Councilman Wise opposed.

Consideration of the approval of selling the City's interest on Block 3, Lot 9, Section 2 BCIC 8, F.J. Calvit Abstract 51, Bridge Harbor Subdivision.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting 4 to 1, Council approved selling the City's interest on Block 3, Lot 9, Section 2 BCIC 8, F.J. Calvit Abstract 51, Bridge Harbor Subdivision. Councilman Wise opposed.

Consideration of the approval of selling the City's interest on Block 3, Lot 10, Section 2, BCIC 8, F.J. Calvit Abstract 51, Bridge Harbor Subdivision.

On a motion by Councilman Cameron, seconded by Councilman Saccomanno, with all present voting 4 to 1, Council approved selling the City's interest on Block 3, Lot 10, Section 2, BCIC 8, F.J. Calvit Abstract 51, Bridge Harbor Subdivision. Councilman Wise opposed.

Consideration of the approval any action to be taken as result of closed executive session.

Reconvened after Executive Session:

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting, Council unanimously approve the proposed settlement of claims asserted by Gary Beverly with City to pay Gary Beverly \$80,000 of which \$16,545 is to be treated as payment for his services, as an employee and the reminder as payment to settle his contract and other claims; and with Gary Beverly to execute a release of claims, in a form approved by the City Attorney.

Elected Official Report

Councilman Cameron reported that the EDC is very close on getting an agreement with the Gore's to resolving two Eminent Domain issues on the marina.

Mayor McDonald attended the City's Christmas Party at River Place. He commended Larry Fansher and his crew for the Christmas Party decorations at River Place. He also attended the Blue Santa Program at the Freeport Police Department. A great event sponsored by the Freeport Police Department, police officers handed out gifts to the children and posed with Santa for a picture.

Administration Report

Parks Supervisor Larry Fansher reports on the Freeport Youth Basketball program.

Mr. Fansher talked about the 6 week program, in the third year existence, under the direction of the Parks & Recreation Department. This Saturday January 10th 2009, approximately 200 children will apply for the program, targeting youth's ages from 5 to 12 years of age. The Velasco Elementary, Brazosport High School and Freeport Recreation Center will be practice locations. The Awards Banquet will be February 22, 2009 at River Place.

Golf Course Director Brian Dybala reports on the Freeport Golf Course.

Mr. Dybala gladly reported a 25% increase in memberships. The Golf Course has added new tee signs and benches, started renovations to the pro shop at no cost to the City. His plan is to focus on reaching the kids of the community, by having more junior clinics events at the local schools and more junior clinics at the golf course. With kids (12) and under to play free when playing with a parent or adult.

Mayor McDonald closed the formal session and opened the Executive Session at 7:05 p.m.

Executive Session

Section 551.071, Government Code:

Consultation with City Attorney concerning pending or contemplated litigation, settlement offers or other matter in which his duty to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Government Code, to wit:

- A. Gary Beverly
- B. Pinkey Hartline
- C. Minette Ashley

Mayor McDonald closed the Executive Session at 7:53 p.m. and reconvened the formal session to take action on # 6 and # 21.

Adjourn

On a motion by Councilman Cameron, seconded by Councilman Wise, with all present voting “aye”, the meeting was adjourned at 8:01 p.m.

Delia Munoz
City Secretary

Larry McDonald
Mayor

TO: City Of Freeport Council
FROM: Terlesa Conyers
DATE: December 22, 2008
SUBJECT: Bid Outcome

The City Of Freeport went out for bids on Mowing Services on December 19, 2008. The following companies submitted bids:

Mowing Services Contract

E & E Construction & Repair	\$.03 per square foot \$31.00 per 1/10 th of an acre \$26.00 one acre or above
Bustos Lawn Service	\$.0125 per square foot \$55.00 per 1/10 th of an acre \$75.00 one acre or above
Kenkay Lawn Care	\$.53 per square foot \$70.00 per 1/10 th of an acre \$200.00 per acre on single acres \$100.00 acre on 10 acre tracts or more

BID INVITATION

PURCHASING DEPARTMENT City of Freeport 200 West Second St. Freeport, TX 77541 (979) 233-3526	DATE:	December 19, 2008
	BID NAME:	MOWING SERVICES CONTRACT
ITEM(S) OUT FOR BID:	BID DEADLINE / OFFICIAL OPENING	
MOWING SERVICES CONTRACT	Sealed bid proposals will be received until 3:00 P.M., Friday, December 19, 2008 in the City Secretary's Department, Freeport City Hall, Freeport, TX 77541, at which time they will be publicly opened and read.	

INSTRUCTIONS TO BIDDERS

1. Sealed bid proposals must be made and received prior to the opening date and time as specified. Late bids will be retained by the City, however they will not be opened nor considered in the evaluation of the bid.
2. Bids shall be plainly marked "Sealed Bid", and shall also be marked with the BID NAME as specified above, on the outside of a completely sealed envelope. The envelope shall be addressed to the PURCHASING DEPARTMENT, City of Freeport, 200 West Second St., Freeport, TX 77541. NO BID WILL BE ACCEPTED VIA FAX.
3. The City of Freeport, Texas reserves the right to award contracts/bids to either the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City.
4. Bids that deviate from the specifications contained in this bid packet must have full descriptive data accompanying it. Such bids shall be considered "Alternate" bids, and shall be identified by the bidder as such.
5. Delivery date of item out for bid, **SHALL NOT EXCEED THIRTY CALENDAR DAYS.**
6. The City of Freeport, Texas, reserves the right to accept separate items in a bid unless this right is specifically denied by the bidder in writing at the time the bid is submitted.
7. In case of default after bid award, the City of Freeport, Texas, may (at the City's option) hold the awarded bidder or contractor liable for any and all resultant increased costs as penalty for such default.
8. The City of Freeport, Texas, reserves the right to accept or reject in part or all of any and all bids. All bids submitted must remain in force for at least (120) calendar days after official opening unless a different period is specified in bid. The City further reserves the right to accept any and all bids with or without trade-ins as specified.
9. The quantities shown may be estimates and may vary according to the requirements of the City of Freeport, Texas, throughout any contract period.
10. Item(s) bid are to be priced net each, including packaging and shipping. Trade-in values of items must be shown separately on bid proposals.
11. The Purchasing Department assumes responsibility for the correctness and clarity of this bid. All information and/or questions pertaining to this bid shall be directed to the City of Freeport Purchasing Department.
12. Any attempt to negotiate on the contents of this bid with the City of Freeport or its representatives prior to award may be grounds for disqualification.
13. The conditions and terms of this bid will be considered when evaluating for award.
14. The City of Freeport, Texas, is exempt from all sales and excise taxes. Tax exemption certificates will be furnished.
15. Descriptive literature of merchandise is requested to accompany a submitted Sealed Bid.
16. Any ambiguity in any bid as the result of omission, error, lack of clarity or non-compliance with any specifications, instructions, and conditions of bidding shall be construed in the manner most favorable to the City.
17. Bids may be withdrawn at anytime prior to the official opening.

SPECIFICATIONS FOR CONTRACTUAL MOWING

A. GENERAL INFORMATION

1. **Factors Considered in Awarding Bid**, price will not be the only consideration in making the award. Contractors will be evaluated on the basis of price, experience in commercial mowing, city's past experience with service, vendor's past performance, and city's evaluation of the vendor's ability.
2. **Contract Duration**
The contract will extend for a period of one year
Contract Commencement
The Contractor will be given written notice when to begin mowing. The contractor will be given the number of sites to be mowed and maintained, the number of working days allowed to complete the work and the date when the mowing will be started.
3. **Primary Responsibility**
The Contractor shall not sub-contract any portion of their contract.
5. **Insurance**
The successful bidder shall comply with all city insurance requirements.
6. **Contract Administrator**
The City of Freeport has designed the Code Enforcement Division as contract administrators with designated responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance and inspection. the contract administrators will serve as liaison between the City of Freeport City Manager, and the contractor.
7. **Payment to the Contractor**

After the completion of service, the contractor shall render to the Code Enforcement Division an invoice for work done.

8. Execution of contract

Within ten (10) days after the bid is awarded, the successful bidder must execute the attached contract, all the terms and conditions of which form a part of these specifications and are incorporated herein by reference. If the contract is not signed within such time, the City may, in its sole discretion, award the bid to another bidder or reject all bids and re-advertise for new bids.

B. MINIMUM SPECIFICATION FOR CONTRACT MOWING

1. Contractors shall furnish all equipment necessary to complete contractual obligations.
2. Contractors shall, before beginning work remove all debris and litter from the premise and dispose of properly. Limbs, branches and other organic matter are also to be removed from premises.
3. The City shall inspect mowing locations to verify quality of work performed and shall notify the contractor within twenty-four hours of inspection of unacceptable performance. Corrections are to be made within seventy-two (72) hours.
4. The Contractor is required to provide and utilize all necessary personal safety equipment.
5. The Contractor will be solely responsible for damages to trees, plants, shrubs, turf, buildings and any other private or public property. Contractor-induced damage shall be rightfully corrected immediately at the contractor's expense. All damages shall be reported within twenty-four (24) hours to the City of Freeport Code Enforcement Division.

6. Contractors shall adjust mowers to cut at a height of no more than three (3) inches except for tracts over 2 acres, no more than 4.5" minimum. Trimming will be required in the maintenance of all specified areas and grass cut to a height equal to or less than the height of all mowed areas. Edgers will be required in the maintenance of specified areas that adjoin curb and sidewalks. All equipment shall be equipped with manufacturer safety equipment and maintained to provide optimum efficiency. All cuttings shall be removed from sidewalks, streets and curbs. Material shall not be blown or swept into streets or drainage inlets.

Bidding Information

Contractor shall submit bid on cost based requirements of the City of Freeport, (see general information and minimum specifications for contract mowing).

Contractor name: _____

Contact Person: _____

Address: _____

Telephone: _____ Cellular: _____

Contract bid amount per square foot _____

Per 1/10th of an acre (average lot size) _____

One acre or above _____

Return this page in a sealed envelope marked **MOWING BIDS** to
City Secretary 200 West Second Street, Freeport, Texas 77541

Contractor References

Customer Name: _____ **Title:** _____

Contact: _____ **Phone:** _____

Address: _____ **Length of Service** _____

Scope of Work:

Customer Name: _____ **Title:** _____

Contact: _____ **Phone:** _____

Address: _____ **Length of Service** _____

Scope of Work:

Customer Name: _____ **Title:** _____

Contact: _____ **Phone:** _____

Address: _____ **Length of Service** _____

Scope of Work:

RESOLUTION NO. 2009-2190

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE HISTORICAL COMMISSION AND MAIN STREET ADVISORY BOARD OF THE CITY FOR THE REMAINDER OF AN UNEXPIRED TERM; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, Rosemary Bravo was heretofore appointed to fill a position of the Historical Commission and Main Street Advisory Board of the City of Freeport, Texas ("the City") with a one (1) year term that expires in May of 2009; and,

WHEREAS, the said Rosemary Bravo has resigned such position and the City Council of the City desires to appoint the below named qualified person as a member of said commission and board for the remainder of such term.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person to the Historical Commission and Main Street Advisory Board of the City for a term of one (1) year and until a successor for each such persons shall have been appointed and qualified, to-wit: LILA LLOYD.

SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties imposed on members of the Historical Commission and Main Street Advisory Board of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, such appointee shall take the Constitution Oath of Office as required by law.

READ, PASSED AND ADOPTED this ___ day of _____, 2009

Larry McDonald, Sr., Mayor
City of Freeport, Texas

ATTEST: _____
Delia Muñoz, City Secretary
City of Freeport, Texas

ORDINANCE NO. 2008-2212

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CONTAINING FINDINGS OF FACTS; AMENDING THE BUDGET FOR THE FISCAL YEAR 2008-2009; CONTAINING SAVINGS CLAUSES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, pursuant to the provisions of Subsection (a) of Section 102.007 of Chapter 102 of the Local Government Code and the provisions of Article 9 of the Home Rule Charter of the City of Freeport (hereinafter sometimes "the City"), the budget for the 2008-2009 fiscal year of the City was finally approved by the City Council, being the governing body thereof, by its Ordinance No. 2008-2209, read, passed and adopted on the 26th day of September, 2008, (hereinafter sometimes "the Budget"); and,

WHEREAS, Subsection (b) of Section 102.009 of the Local Government Code provides that, after final approval of the budget, the governing body of a municipality may spend municipal funds only in strict compliance with the budget, except in an emergency, but Section 102.010 of said Code provides that the provisions of Chapter 102 thereof do not prevent the governing body of such municipality from making changes in the budget for municipal purposes; and

WHEREAS, Subsection (c) of Section 102.009 of said Code provides that the governing body of a municipality may authorize an expenditure as an amendment to the original budget only in the case of grave public necessity to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention; and,

WHEREAS, Section 9.16 of the City's Home Rule Charter provides that the budget may be amended and appropriations altered in accordance therewith in cases of public necessity, the actual fact of which shall have been declared by the City Council; and,

WHEREAS, the adoption of this ordinance and the amendment of the Budget is necessary for and in the best interest of the health, safety and general welfare of the inhabitants of the City.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

SECTION ONE (1): FINDINGS OF FACT

In connection with the amendment and revision of the Budget, the City Council of the City makes the following findings:

(1) The amendments and revisions set forth in the Budget were the result of numerous public workshop meetings called and conducted in the manner required by the Texas Open Meetings Act, codified as Chapter 551, Government Code.

(2) A public hearing was held on the Budget on September 8, 2008, and conducted in the manner required by Section 102.006 of the Local Government Code and the City's Home Rule Charter.

(3) Notice of such public hearing was published in the Brazosport Facts, a newspaper of general circulation in and the official newspaper of the City in the manner and time required by Chapter 102 of said Code and the City's Home Rule Charter.

(4) A grave public necessity exists and to meet an unusual and unforeseen conditions that could not have been included in the original budget through the use of reasonably diligent thought and attention and the Budget must be amended and revised with respect of the new or additional expenditures set forth in Exhibit "A" attached hereto and made a part hereof, such unusual and unforeseen conditions also being set forth in said Exhibit "A".

(5) The proposed changes are set forth in Exhibit "A" attached hereto and made a part hereof.

(6) All of the changes set forth in Exhibit "A" are for municipal purposes.

(7) The several amounts stated in Exhibit "A" as the amended or revised expenditures are hereby appropriated to and for the objects and purposes therein named.

(8) The contingent appropriations, as amended and revised in said Exhibit "A", do not exceed three (3%) percent of the total amended and revised budget appropriations reflected therein.

(8) The amended and revised expenditures of the general fund and the debt service fund contained in the Budget, as amended by said Exhibit "A", do not exceed the resources of each fund, as amended and revised.

SECTION ONE (2):

The existing budget of the City of Freeport, Texas, for the fiscal year 2008-2009 is hereby amended and revised as reflected in said Exhibit "A".

SECTION THREE (3):

As required by Subsections (c) and (d) of Section 102.009 of the Local Government Code, upon the passage and adoption of this ordinance, the amended and revised budget adopted hereby shall be filed with the City Secretary of the City to be maintained in the official records of the City, and a certified copy of this ordinance, with Exhibit "A" attached thereto, shall be filed by the City Secretary with the County Clerk of Brazoria County, Texas, and the State Comptroller of Public Accounts for the State of Texas.

SECTION FOUR (4):

nothing contained in this ordinance shall cause any rights heretofore vested to be altered, affected or impaired in any way and all such rights may be hereafter enforced as if this ordinance had not been adopted.

SECTION FIVE (5):

In the event any section or provision of this ordinance is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections and provisions of this ordinance and such remaining sections and provisions shall remain in full force and effect.

SECTION SIX (6):

This ordinance shall take effect and be in force from and after its passage and adoption.

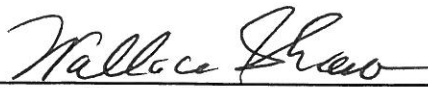
READ, PASSED AND ADOPTED this ____ day of _____, 2009.

Larry McDonald, Sr., Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:



Wallace Shaw, City Attorney,
City of Freeport, Texas

C:\Freeport.Bud\2008-2009Bud-Amn-Ord

Council

MEMORANDUM

To: Mayor and Council
From: Bob Welch
Re: Request for Amendment of Budgeted Funds
Date: January 20, 2009

We are requesting the following amendments to the 2008-2009 Budget:

BUDGET AMENDMENTS	ACCT#	ACCOUNT DESCRIPTION	BUDGET AMENDMENTS	
			DEBITS	CREDITS
1 OTHER SUNDRY <i>Record donation to Police Department</i>	10 525 699 10 360 920	Other Sundry Donations-Misc.	2,500	2,500
2 OTHER SUNDRY <i>Record Dow Chemical Foundation donation</i>	10 525 699 10 360 920	Other Sundry Donations Misc.	14,744	14,744
3 NARCOTICS/K9 <i>Record sell of seized equipment</i>	10 525 620 10 361 525	Narcotics/k9 Sell of Seized Assets	31,280	31,280
4 CAPITAL OUTLAY <i>Adjust budget to reflect trade-in of equipment</i>	15-656-899 15 656 899	Capital Outlay Capital Outlay-Construction	20,000	41,000
5 EMERGENCY MANAGEMENT INSURANCE RECOVERY <i>Record proceeds from Texas Windstorm</i>	10 530 625 10 399 100	Emergency Mgmt. Insurance Recovery	234,542	234,542

SUMMARY EFFECT ON GOVERNMENTAL FUNDS:

BUDGET ADJUSTMENTS	ACCT#		CURRENT BUDGET	BUDGET AMEND	AMENDED BUDGET
Other Sundry	10 525 699	Other Sundry	8,250	17,244	25,494
Narcotics/k9	10 525 620	Capital Outlay	23,384	31,280	54,664
Donations-Misc.	10 360 920	Donations	-12,675	-17,244	-29,919
Police-sale of seized assets	10 361 525	Police-Sell	0	-31,280	-31,280
Capital Outlay	15 656 899	Capital Outlay	42,000	-21,000	21,000
Emergency Management	10 530 625	Emergency	16,735	234,542	251,277
Insurance Recovery	10 399 100	Insurance	0	-234,542	-234,542
			77,694	-21,000	56,694
Net effect on Fund Balance:			INCREASE	\$21,000	

ORDINANCE NO. 2009-2213

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, VACATING AND ABANDONING A PORTION OF THE UNOPENED STREET RIGHT-OF-WAY KNOWN AS SWEENEY STREET AND AUTHORIZING THE MAYOR OR, IN HIS ABSENCE, THE MAYOR PRO-TEM, TO EXECUTE A SPECIAL WARRANTY DEED CONVEYING THE SAME, SUBJECT TO RESERVATION HEREIN SET FORTH, TO ANDREA ACUNA, THE ABUTTING PROPERTY OWNER, FOR THE FAIR MARKET VALUE THEREOF DETERMINED BY THE APPRAISAL ATTACHED HERETO IN ACCORDANCE WITH SECTION 272.001 OF THE LOCAL GOVERNMENT CODE UPON PAYMENT BY SAID OWNER OF THE COST OF SUCH APPRAISAL AND THE PREPARATION OF THE DEED HEREBY AUTHORIZED; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the Sweeny Street right-of-way is shown as a dedicated public street on the map or plat of the Velasco Townsite recorded in Volume 32, page 14 of the Deed Records of Brazoria County, Texas; and,

WHEREAS, ANDREA ACUNA, hereinafter "the Applicant," is the sole owner of all property abutting upon the hereinafter described portion of such right-of-way within the incorporated limits of the City of Freeport, in Brazoria County, Texas, which has not been open to use by the public as a public street; and,

WHEREAS, the Applicant has petitioned the City Council of the City of Freeport to abandon and close said portion of said right-of-way and to convey the same to Applicant; and,

WHEREAS, Sections 311.002(a)(2) and 311.008 of the Transportation Code and Sections 2.01 and 2.03 and Item (p) of Section 3.07 of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Ordinance; and,

WHEREAS, the vacating and abandoning of such portion of said right-of-way would not deny access to a public street from any other property within the City of Freeport; and,

WHEREAS, the vacating and abandoning of such portion of said right-of-way would be in the public interest of and would benefit the public by placing such property on the tax roll of the City, potentially increasing the value thereof by allowing the Applicant to improve such property for private purposes, and eliminating the obligation of the City to maintain the such property; and,

WHEREAS, in order to determine the fair market value thereof, an appraisal of such portion of said right-of-way as having a value of \$3,700.00 has been obtained by the Property Manager of the City of Freeport from a licensed appraiser, a copy of such appraisal being attached hereto and incorporated herein by reference, and the City Council of the City of Freeport finds that, pursuant to Section 272.001 of the Local Government Code, such appraisal is conclusive of the fair market value thereof; and,

WHEREAS, the City of Freeport has incurred expenses consisting of an appraiser's fee of \$500.00 Dollars for such appraisal and attorney's fees of \$180.00 Dollars for the preparation of this ordinance and the hereinafter mentioned special warranty deed, for which the City should be reimbursed by the Applicant.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

First, the City Council of the City of Freeport, Texas, finds and declares that the findings of fact and conclusions of law set forth in the preamble to this ordinance are true and correct.

Second, that the portion of the dedicated but unopened Sweeny Street right-of-way described in the attached Field Notes is hereby declared to be vacated and abandoned. Provided, however, the City of Freeport hereby reserves all necessary easements for utility lines, cables, poles and mains presently in use or that may, in the sole discretion of the City, be required in the future. Provided further, with the consent of the City Manager and the appropriate officials of all affected utility companies furnishing public utilities within the City, the easement reserved herein may be released by the Mayor, or in his absence, the Mayor Pro-Temp if all lines, cables, poles and mains then existing are relocated to another duly established easement at the expense of the Applicant.

Third, upon payment by the Applicant to the Finance Director of the City of Freeport of the value thereof mentioned above and the reimbursement for the appraiser's and attorney's fees also mentioned above, the Mayor or, in his absence, the Mayor Pro-Temp, of the City of Freeport, Texas, is hereby authorized to execute and acknowledge and the City Secretary to attest a Special Warranty Deed conveying to the Applicant the portion of the Sweeny Street right-of-way described in the attached Field Notes.

Fourth, in the event any section or provision of this ordinance is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections and provisions of this ordinance and such remaining sections and provisions shall remain in full force and effect.

Fifth, this ordinance shall take effect and be in force from and after its passage and adoption.


READ, PASSED AND ADOPTED this _____ day of _____, 2009.

Larry McDonald, Sr., Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:



Wallace Shaw, City Attorney
City of Freeport, Texas

C:\Freeport.Sal\SwnySt-Acuna-AbSt-Ord

THE STATE OF TEXAS X
COUNTY OF BRAZORIA X KNOW ALL MEN BY THESE PRESENTS:

SPECIAL WARRANTY DEED

That the CITY OF FREEPORT, TEXAS, a municipal corporation lying and situated in Brazoria County, Texas, hereinafter called GRANTOR, duly organized and existing as such under and by virtue of the Constitution and Laws of the State of Texas and its Home Rule Charter, for the valuable consideration hereinafter specified, has GRANTED, SOLD and CONVEYED and by these presents do GRANT, SELL and CONVEY unto ANDREA ACUNA of Brazoria County, Texas, hereinafter called GRANTEE, the following described real property lying and situated in the County of Brazoria and State of Texas, to-wit:

SEE ATTACHED FIELD NOTES

This conveyance is made and accepted subject to any and all valid and subsisting easements, rights-of-way, conditions, exceptions, reservations, restrictions, covenants and other encumbrances properly of record affecting the title to the above described property or hereinafter reserved.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto Grantee, its successors and assigns, forever; SAVE AND EXCEPT there is hereby reserved unto the City, its successors and assigns, all necessary easements for utility lines, cables, poles and mains presently in use or that may be, in the sole discretion of the Grantor, required in the future.

Grantor hereby binds itself, its successors and assigns, to Warrant and Forever Defend all and singular the said premises unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof, by, through and under Grantor but not otherwise.

The consideration for this conveyance is the following:

First, the sum of Ten and no/100 (\$10.00) Dollars and other good and valuable consideration to Grantor cash in hand paid by Grantee, the receipt of which is hereby acknowledged.

RECEIVED
Pg. 23

JAN - 9 2009

Second, the assumption by Grantee of any taxes assessed against such premises for the year 2009 and all subsequent years.

EXECUTED this _____ day of _____, 2009.

THE CITY OF FREEPORT, TEXAS

By _____
Larry McDonald, Sr., Its Mayor

ATTEST:

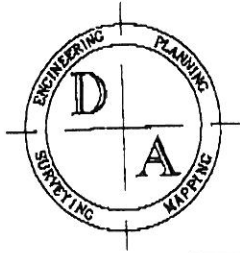
Delia Muñoz, Its City Secretary

THE STATE OF TEXAS X
COUNTY OF BRAZORIA X

This instrument was acknowledged before me on the _____ day of _____, 2009, by LARRY McDONALD, SR., as Mayor of the City of Freeport, Texas.

Notary Public, State of Texas

MAILING ADDRESS OF GRANTEE:



DAMIAN & ASSOCIATES, INC.
ENGINEERING, PLANNING, SURVEYING AND MAPPING
1512 N. AVENUE J
FREEPORT, TX 77541
BUSINESS (979) 233-7177
FAX (979) 233-3877

**THE NORTHWEST ONE-HALF OF SWEENEY STREET,
KNOWN AS LOT 13A (BEING 4,395.30 SQ. FT.),
BETWEEN LOT 13 BLOCK 748 AND LOT 24A BLOCK 725
AND BETWEEN AVENUE "S" AND THE DEDICATED ALLEY
OUT OF THE
VELASCO TOWNSITE, BRAZORIA COUNTY, TEXAS
DECEMBER 19, 2008**

BEING the northwest one-half of Sweeney Street, known as Lot 13A (being 4,395.30 sq. ft.), between Lot 13 Block 748 and Lot 24A Block 725 and between Avenue "S" and the dedicated alley out of the Velasco Townsite, Brazoria County, Texas as recorded in Volume 32 Page 14 of the Deed Records of Brazoria County, Texas, and being more particularly described by metes and bounds as follows:

COMMENCING at a found 1/2" iron rod for the west corner of Lot 1 Block 748 out of the Velasco Townsite as recorded in Volume 32 Page 14 of the Deed Records of Brazoria County, Texas, said 1/2" iron rod being the POINT OF COMMENCEMENT for this Lot 13A;

THENCE, North 33 degrees 04 minutes 00 seconds East, along the southeasterly right-of-way of Terry Street, a distance of 271.16 feet to the north corner of Lot 24, Block 748;

THENCE, South 56 degrees 56 minutes 00 seconds East, along the southwesterly right-of-way of Avenue "S", a distance of 303.47 feet to a set 1/2" iron rod with cap, said iron rod being the north corner and the POINT OF BEGINNING of this Lot 13A;

THENCE, South 56 degrees 56 minutes 00 seconds East, along the southwesterly right-of-way of Avenue "S" a distance of 35.00 feet to a set 1/2" iron rod with cap, said iron rod being the east corner of this Lot 13A;

THENCE, South 33 degrees 04 minutes 00 seconds West, along the northwesterly boundary of said Lot 24A Block 725, a distance of 125.58 feet to a set 1/2" iron rod with cap for the south corner of this Lot 13A;

THENCE North 56 degrees 56 minutes 00 seconds West, a distance of 35.00 feet to a set 1/2" iron rod with cap for the west corner on this Lot 13A;

THENCE, North 33 degrees 04 minutes 00 seconds East, a distance of 125.58 feet to the POINT OF BEGINNING and containing 4,395.30 square feet of land, more or less.

This metes and bounds description is accompanied by a survey plan prepared by Damian & Associates.

Rene Damian

Rene Damian
Registered Professional Land Surveyor
Registration No. 5900



ORDINANCE NO. 2009-2214

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CALLING THE ANNUAL GENERAL ELECTION FOR THE CITY OF FREEPORT FOR THE SECOND SATURDAY IN MAY, 2009, BEING MAY 9, 2009, AT WHICH THE VOTERS OF SAID CITY RESIDING IN WARDS B AND D SHALL BE PERMITTED TO VOTE FOR OR AGAINST THE CANDIDATES FOR POSITIONS B AND D ON THE CITY COUNCIL OF THE CITY OF FREEPORT AND AT WHICH THE VOTERS OF SAID CITY SHALL ELECT AT LARGE A MAYOR FOR SAID CITY; PROVIDING POLLING PLACES FOR SAID ELECTION; ESTABLISHING THE QUALIFICATIONS FOR CANDIDATES FOR THE OFFICES TO BE VOTED UPON; PROVIDING FOR APPLICATIONS FOR CANDIDATES AND SPECIFYING A FILING DEAD LINE AND THE DATE WHEN FILING MAY BEGIN; PROVIDING FOR THE QUALIFICATION OF ELECTORS; APPOINTING THE OFFICERS OF SAID ELECTION AND DESIGNATING THE NUMBER OF CLERKS TO ASSIST IN CONDUCTING SAID ELECTION AND THE COMPENSATION TO BE PAID THE ELECTION JUDGE AND CLERKS; PROVIDING FOR EARLY VOTING; PROVIDING FOR RATIFICATION AND CONFIRMATION BY THE MAYOR OF SAID CITY OF THE ACTION TAKEN BY THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, pursuant to Section 3.01 of the Home Rule Charter of the City of Freeport, Texas ("the City"), LARRY McDONALD, SR. Was elected Mayor and JAMES P. SACCOMANNO and NORMA MORENO GARCIA, were elected on the second Saturday in May, 2007, to Council Position B and Council Position D, respectively, for a two (2) year term each.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

SECTION ONE--Election for Wards B and D Called.

Pursuant to said Section 3.01, the Mayor and City Council hereby order and ordain, respectively, that the election required to be held in the City at large for Mayor, a position now held by LARRY McDONALD, SR., and in Wards B and D for Council Position B and D, now held by JAMES P. SACCOMANNO and NORMA MORENO GARCIA, respectively, be hold on the second Saturday in May of 2009, being May 9, 2009, between the hours of 7:00 o'clock a.m. and 7:00 o'clock p.m., each election being for a term of two (2) years.

SECTION TWO--Municipal Polling Places

As provided in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, which is incorporated herein by reference, for the purpose of the election called by this ordinance, there shall be two (2) municipal polling places, one located outside the City of Freeport at the Oyster Creek City Hall, located at 3210 FM 523 in the Village of Oyster Creek, Texas, where voters residing in Brazoria County Election Precinct 8 but also residing within the City shall vote on election day and one within the City of Freeport located at the Freeport Library, 410 Brazosport Boulevard, Freeport, Brazoria County, Texas, where all other voters shall vote on election day.

SECTION THREE--Candidates, Applications and Filing Fees.

(a) Everyone who has attained the age of eighteen (18) years, who has resided within the incorporated limits of the City for a period of six (6) months immediately preceding the last day on which a candidate's application for a place on the ballot could be delivered to the City Secretary, as hereinafter provided, shall be eligible to become a candidate for the office of Mayor of the City by filing a sworn application, as hereinafter provided.

(b) Everyone who has attained the age of eighteen (18) years, who has resided within the incorporated limits of the City for a period of six (6) months immediately preceding the last day on which a candidate's application for a place on the ballot could be delivered to the City Secretary, as hereinafter provided, and who:

(1) resides in Ward B, as defined in said Ordinance No. 2002-2001, on the day such application is filed, shall be eligible to become a candidate for the office of Council Position B by filing a sworn application, as hereinafter provided; and,

(2) resides in Ward D, as defined in said Ordinance No. 2002-2001, on the day such application is filed, shall be eligible to become a candidate for the office of Council Position D by filing a sworn application, as hereinafter provided.

(c) Each candidates application shall be in writing, contain the matters set out in Section 141.031, Texas Election Code and be filed with the City Secretary of the City.

(d) An application may not be filed earlier than the ninety-first (91st) day before the day hereinabove specified for said election and must be filed not later than 5:00 o'clock p.m. of the sixty-first (61) day preceding the day hereinabove specified for said election, being February 7, 2009, and March 9, 2009, respectively.

SECTION FOUR--Electors.

Every person eligible to vote under the provisions of Chapter 11 of Title 2 of the Texas Election Code who is a resident of the City and who is duly registered to vote in the county election precinct where and on the day on which he or she votes, shall be entitled to vote for or against the candidates for Council Position A if such voter resides in Ward B, as defined in said Ordinance No. 2002-2001, and for or against the candidates for Council Position C if such voter resides in Ward D, as defined in said Ordinance No. 2002-2001.

SECTION FIVE--Officers of Election and Compensation Thereof.

The Presiding Judge, Alternate Presiding Judge and clerks needed on the day of election for the election called by this ordinance, for the early ballot board and the central counting station shall be appointed, have the duties and be compensated as provided in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, which is incorporated herein by reference.

SECTION SIX--Early Voting.

Early voting shall begin on April 27, 2009, and end on May 5, 2009, such early voting to be conducted by the County Clerk of Brazoria County, Texas, at the following locations between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except voting at such locations on May 2, 4 and 5, 2009, shall be between the hours of 7:00 a.m. to 7:00 p.m., to-wit:

ANGLETON MAIN LOCATION

Brazoria County Courthouse
West Annex, 451 N. Velasco,
Room 144, Angleton, TX

ALVIN BRANCH LOCATION

Alvin Library, 105 S. Gordon,
Alvin, TX

BRAZORIA BRANCH LOCATION

Precinct 4 County Barn
1001 Market St., Brazoria, TX

CLUTE/LAKE JACKSON LOCATION

Brazosport College, 500 College
Drive, Lake Jackson, TX

FREEPORT BRANCH LOCATION

Freeport Library, 410 Brazosport
Boulevard,, Freeport, TX

MANVEL BRANCH LOCATION

Brazoria County Courthouse North
Annex, 7313 Corporate Drive,
Manvel, TX

EAST PEARLAND BRANCH LOCATION

Justice of the Peace, Pct. 3,
Place 2, Courtroom, 3801 East
Pear, Pearland, TX

WEST PEARLAND BRANCH LOCATION

Westside Event Center, 2150
Countryplace Pkwy, Pearland, TX

SWEENY BRANCH LOCATION

Sweeny Community Center, 205
W. Ashley Wilson Rd., Sweeny, TX

WEST COLUMBIA BRANCH LOCATION

West Columbia City Council
Chambers, 512 E. Brazos,
West Columbia, TX

SECTION SEVEN--Method of Voting and Conducting Election.

Both early voting and all voting on the day named above for the holding of said charter amendment election shall be in the manner specified in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, mentioned above.

SECTION EIGHT--Notice of Election.

(a) The Mayor of the City is hereby authorized and directed to issue a notice of said special election, including a substantial copy of above and foregoing proposition, and to cause the same to be posted in accordance with Section 4.003(a)(2) of the Election Code for at least twenty-one (21) days prior to the date named above for the holding of said election on the bulletin board used for posting notices of meetings of the City Council.

(b) The City Secretary of the City is hereby authorized and directed to cause a copy of such notice, including a substantial copy of above and foregoing proposition, to be published in a newspaper in accordance with Section 4.003(a)(1) of the Election Code, such publication to be at least ten (10) days before but not more than thirty (30) days before the date named above for the holding of said special election.

SECTION NINE--Ratification and Confirmation by Mayor.

By signing this ordinance, the undersigned Mayor of the City hereby ratifies and confirms as his action all matters hereinabove recited which by law come within his jurisdiction.

SECTION TEN--Effective Date.

This ordinance shall be effective immediately upon its passage and approval.

READ, PASSED AND APPROVED this ____ day of _____, 2009.

Larry McDonald, Sr., Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:



Wallace Shaw, City Attorney,
City of Freeport, Texas

NOTICE OF ELECTION FOR MAYOR AND COUNCIL POSITIONS B AND D

TO: ALL PERSONS ENTITLED TO VOTE UNDER THE PROVISIONS OF CHAPTER 11 OF TITLE 2 OF THE TEXAS ELECTION CODE WHO ARE RESIDENTS OF WARDS A AND C OF THE CITY OF FREEPORT, TEXAS, AND ARE DULY REGISTERED TO VOTE IN THE PRECINCT WHERE AND ON THE DAY ON WHICH THEY VOTE, GREETINGS:

I.

You will take notice that an annual general election will be held in Wards A and C of the City of Freeport, Texas, on the second Saturday in May, 2008, being May 9, 2009, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing for a two year term each, persons to the following named offices of the City of Freeport, Texas, to-wit:

- Mayor, now held by LARRY McDONALD, SR.;
- Council Position B, now held by JAMES P. SACCOMANNO; and,
- Council Position D, now held by NORMA MORENO GARCIA.

II.

As provided in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, there shall be two (2) municipal polling places for said election, one located outside the City of Freeport at the Oyster Creek City Hall, located at 3210 FM 523 in the Village of Oyster Creek, Texas, where voters residing in Brazoria County Election Precinct 8 but also residing within the City shall vote on election day and one within the City of Freeport located at the Freeport Library, 410 Brazosport Boulevard, Freeport, Brazoria County, Texas, where all other voters residing with the City shall vote on election day.

III.

Early voting shall begin on April April 27, 2009, and end on May 5, 2009, such early voting to be conducted by the County Clerk of Brazoria County, Texas, at the following locations between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except voting at such locations on May 2, 4 and 5, 2009, shall be between the hours of 7:00 a.m. to 7:00 p.m., to-wit:

- ANGLETON MAIN LOCATION Brazoria County Courthouse
West Annex, 451 N. Velasco,
Room 144, Angleton, TX

- ALVIN BRANCH LOCATION Alvin Library, 105 S. Gordon,
Alvin, TX

BRAZORIA BRANCH LOCATION

Precinct 4 County Barn
1001 Market St., Brazoria, TX

CLUTE/LAKE JACKSON LOCATION

Brazosport College, 500 College
Drive, Lake Jackson, TX

FREEPORT BRANCH LOCATION

Freeport Library, 410 Brazosport Boulevard,
Freeport, TX

MANVEL BRANCH LOCATION

Brazoria County Courthouse North
Annex, 7313 Corporate Drive,
Manvel, TX

EAST PEARLAND BRANCH LOCATION

Justice of the Peace, Pct. 3,
Place 2, Courtroom, 3801 East
Pear, Pearland, TX

WEST PEARLAND BRANCH LOCATION

Westside Event Center, 2150
Countryplace Pkwy, Pearland, TX

SWEENY BRANCH LOCATION

Sweeny Community Center, 205
W. Ashley Wilson Rd., Sweeny, TX

WEST COLUMBIA BRANCH LOCATION

West Columbia City Council
Chambers, 512 E. Brazos,
West Columbia, TX

WITNESS MY OFFICIAL SIGNATURE HEREUNTO AFFIXED this ____ day of
_____, 2009.

Larry McDonald, Sr., Mayor,
City of Freeport, Texas

ATTEST:

Delia Muñoz, City Secretary,
City of Freeport, Texas

MAYOR'S RETURN

I certify that on the ____ day of _____, 2009, I posted a true and correct copy of the foregoing "Notice of Election", on the bulletin board located at the Freeport City Hall used for posting notices of meetings of the City Council, such day being more than twenty-one (21) days prior to said election.

Larry McDonald, Sr., Mayor,
City of Freeport, Texas

CITY SECRETARY'S RETURN

I hereby certify that I caused a copy the above and foregoing "Notice of Election" to be published in the Brazosport Facts, heretofore designated as the official newspaper of the City of Freeport, Texas, it being a newspaper published in the adjoining City of Clute, in Brazoria County, Texas, which meets all of the criteria set forth in Section 2051.044 of the Government Code. I requested that, such publication be one (1) time, not less than ten (10) days nor more than thirty (30) days before the date hereinabove fixed for the holding of said election.

WITNESS my official signature and the seal of said City hereunto affixed this ____ day of _____, 2009.

Delia Muñoz, City Secretary
City of Freeport, Texas



200 West 2nd Street • Freeport, TX 77541-5773
(979) 233-3526 • Fax: (979) 233-8867 • www.freeport.tx.us

APPLICATION FOR VARIANCE

FOR OFFICIAL USE ONLY

Case No. _____
Date filed: _____
ZBA Date: _____
Request for: Variance
 Non conforming use

Please provide the following information:

1. Address or General Location of Site: Brazosport High School
1800 W Second St.

2. Subdivision Freeport, Texas

Block Lot Acre(s)

3. Current Zoning Classification: ?

4. Proposed or existing use of site (be specific) School Sign

5. Requesting a variance to the following sections of the Zoning Ordinance (list each section and attach additional sheets if necessary):

Rebuild sign

I hereby certify that I am the owner, or duly authorized agent of the owner, for the purposes of this application. The application fee of \$150.00 to cover the cost of this variance request application has been paid to the City of Freeport on 1-9-2008, 2008. CR# 086286

I also certify that I have been informed and understand the regulations regarding variances as specified in the Zoning Ordinance of the City of Freeport. I understand it is necessary for me or my authorized agent to be present at the Zoning Board of Adjustment public hearing.

Buddy McKim
Owner's Signature

Buddy McKim
Owner's name printed or typed

608 HARbert
Owners Address

Columbus TX
City State Zip

In lieu of representing this request myself, as owner of the subject property, I hereby authorize the person designated below to act in the capacity of my agent for the application, processing, representation and/or presentation of this request. The designated agent shall be the principal contact person with the City, and vice versa, in processing and responding to requirements, information or issues relative to this request.

Buddy McKim
Signature of owner

Buddy McKim
Signature of agent

608 HARbert Columbus, Tx.
Address of agent

Buddy McKim
Name printed or typed

Buddy McKim
Name printed or typed

281-6423529
Phone Number

Thank You,

I am inquiring if we need anything else, before City Council on Jan. 20, 2009.

-----Original Message-----

From: Boone, Doug [mailto:dboone@brazosportisd.net]

Sent: Monday, January 05, 2009 3:27 PM

To: dmunoz@freeport.tx.us

Subject: Brazosport High School Marque

Importance: High

Delia,

As you know, our new Marque at Brazosport High School, was destroyed by Hurricane Ike. The construction company that built it took blame for the marquee not being built properly and are going to build us another one. The Construction company and Larry Ellis have been working together on the project. Larry told us that we need to present it to the City Counsel for approval. Would you please put us on the January 20th agenda for the city council meeting. Please let me know if there is anything else we need to do for the city council meeting.

Thank you very much !

To Teach: Those who love teaching help others love learning.....



Doug Boone, Principal

Brazosport High School

dboone@brazosportisd.net

Drawer Z, Freeport, Texas 77541

Phone: 979.730.7260

Fax: 979.730.7366

CONTI JUMPER GARDNER
& ASSOCIATES
CONSULTING STRUCTURAL ENGINEERS

3200 Wilcrest Drive
Suite 305
Houston, Texas 77042
Phone (713) 780-3345
Fax (713) 780-3712

Salvatore V. Conti, PE
Bill S. Jumper
Britt G. Gardner, PE
Hunter T. Kornegay, PE

15 January 2009

Mr. Ron Bailey, AIA
PBK Architects
11 Greenway Plaza, Twenty Second Floor
Houston, Texas 77046

Re: Brazosport I.S.D. – Brazosport High School Monument Sign

Ron, the monument sign shown on the attached details was designed in accordance with the 2000 International Building Code and ASCE 7-98 and meets the current requirements of the 2006 International Building Code and ASCE 7-05 for a 130 MPH three second gust wind speed with an Exposure of B and an importance factor $I=1.15$.

Please do not hesitate to call if you have any questions concerning the above.

Sincerely,
CONTI JUMPER GARDNER & ASSOCIATES



Britt G. Gardner, P.E.



enc. (2 pages)



JOB BRAZOSPORT HIGH SCHOOL

SHEET NO. 1 OF 1

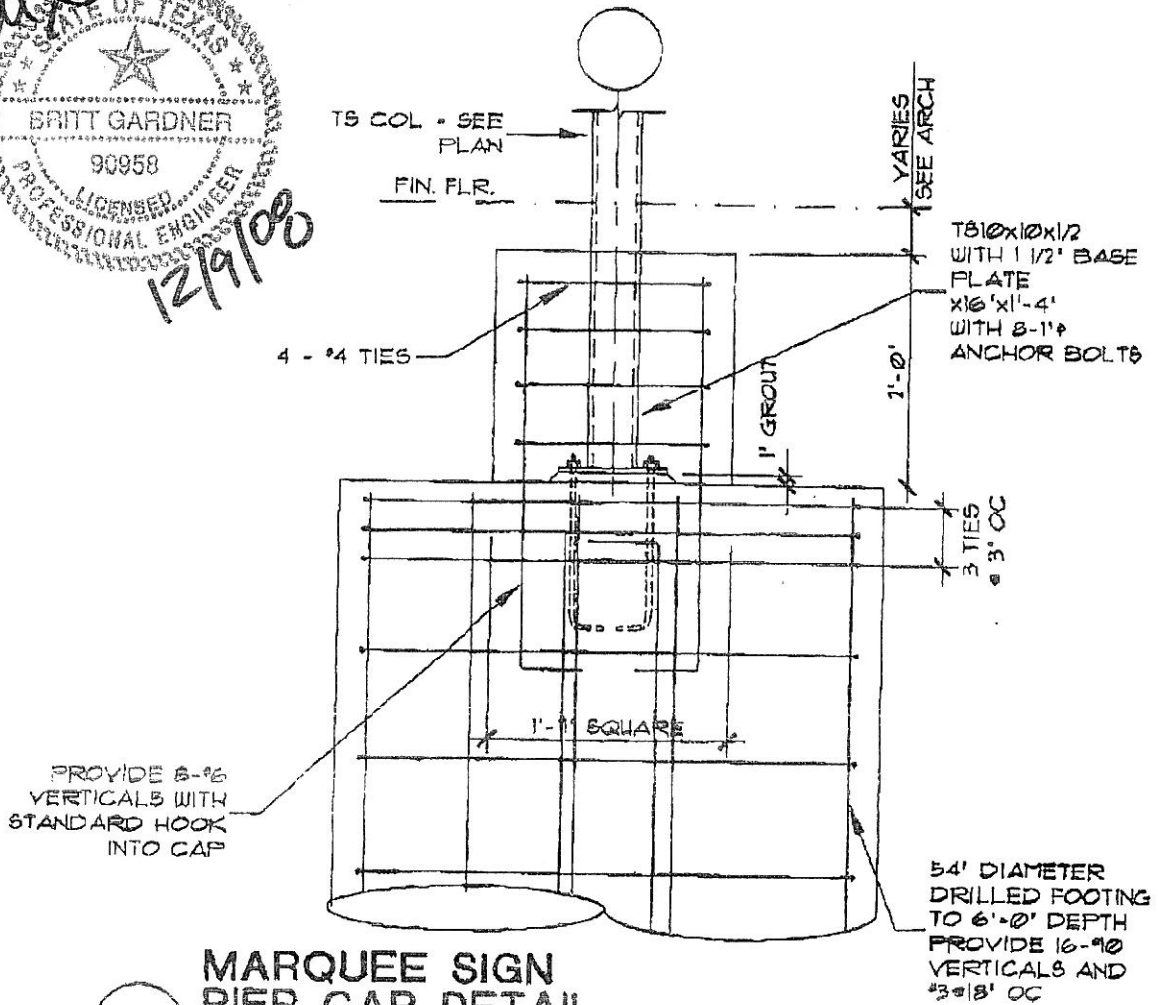
CALCULATED BY JG DATE 1/11/06

CHECKED BY EG DATE 1/11/06

SCALE 3/4" = 1'-0"

REVISED
3/1/06

Britt Gardner
 STATE OF TEXAS
 BRITT GARDNER
 90958
 LICENSED PROFESSIONAL ENGINEER
 12/19/00



**MARQUEE SIGN
 PIER CAP DETAIL**

14

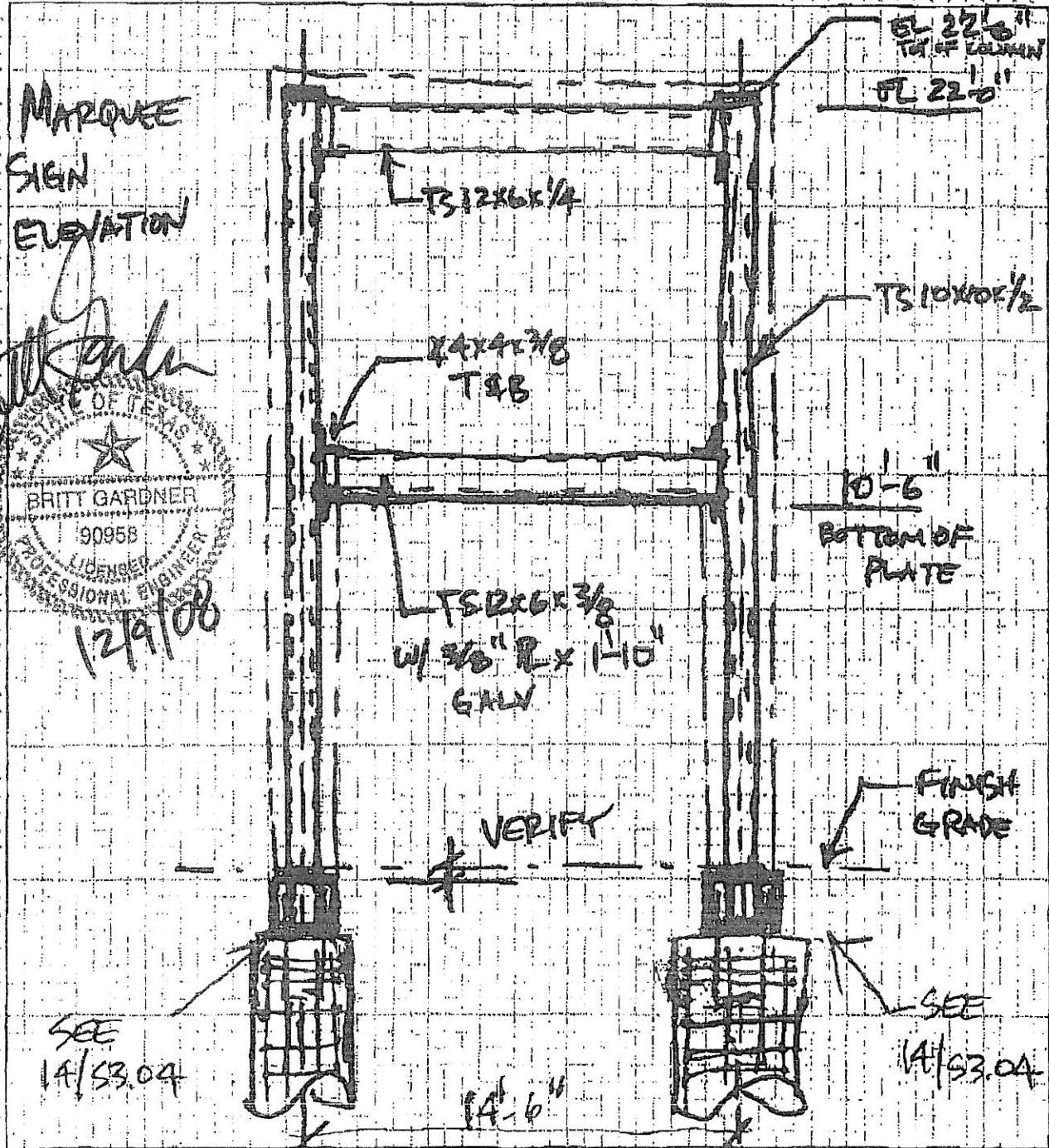
SCALE: 3/4" = 1'-0"

S3.04

FOR **BRAZOSPORT HS** 203233

CONTI, JUMPER, GARDNER & ASSOCIATES
CONSULTING STRUCTURAL ENGINEERS
3949 Braxton
HOUSTON, TEXAS 77069
(713) 780-3345

SHEET NO. _____ OF _____
CALCULATED BY _____ DATE **1/11/06**
CHECKED BY _____ DATE **3/1/06**
SCALE _____ **REVISED**



ORIGINAL CHECK IS PRINTED ON CHEMICAL REACTIVE PAPER AND HAS MICRO PRINTING IN THE SIGNATURE LINES

COLUMBUS STATE BANK
COLUMBUS, TEXAS 88-1863
1131

DRYMALLA
Construction Company

P.O. BOX 698 • COLUMBUS, TEXAS 78934
(979) 732-5731

086286

Pay: *****One hundred fifty dollars and no cents

DATE January 7, 2009 CHECK NO. 86286 \$*****150.00 AMOUNT

PAY TO THE ORDER OF
CITY OF FREEPORT
200 W Second St
Freeport, TX 77541

DRYMALLA CONSTRUCTION COMPANY, LTD.
[Signature]
AUTHORIZED SIGNATURE

⑈086286⑈ ⑆113118630⑆ 78 0079 7⑈

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

**INTERLOCAL AGREEMENT BETWEEN
BRAZORIA COUNTY AND THE CITY OF FREEPORT**

08-0017

This Agreement is made at Angleton, Texas between BRAZORIA COUNTY, acting through its Commissioners' Court (hereinafter "the COUNTY") and THE CITY OF FREEPORT, acting through its City Council (hereinafter "the CITY") respectively, each being a governmental entity pursuant to the Interlocal Cooperation Act.

RECITALS

WHEREAS, the CITY wishes to improve the west feeder road to a 28 foot pavement width from its' current 15 foot pavement width, on property located on the north side of the FM 1495 (or Pine Street or Navigation Blvd) bridge as it crosses over the Old Brazos River. The work will be limited to the west, or southbound, feeder road and the east, or northbound , feeder road, on property under Gift Deed to the City of Freeport, property owned by The Dow Chemical Company (Dow), and property within Texas Department of Transportation (TXDOT) right-of-way; and

WHEREAS, the CITY has requested the COUNTY to provide the necessary supervision and workforce to mill the road surface and road base material from the east feeder road, place the milled material along the west feeder road, improve the west feeder road to a pavement width of 28 feet, remove existing culverts and install new culverts with safety end treatments at FM 1495, apply asphalt to the new road surface, and finish grade along the improved west feeder road to allow a positive drainage flow pattern; and

WHEREAS, the CITY and the COUNTY have each agreed to contribute certain materials, equipment, or efforts to the accomplishment of this goal, pursuant to the authority of Tex. Transp. Code §251.015, and the Interlocal Cooperation Act, V.T.C.A. Gov. Code Sec. §791.001 et seq., subject to the conditions and limitations of this Agreement;

NOW, THEREFORE, for the mutual consideration and covenants set forth below, the COUNTY and the CITY agree as follows:

1.01 To accomplish the tasks set forth above, in cooperation with the County under the Interlocal Cooperation Act and other applicable statues, the COUNTY shall provide the following:

- ♦ Remove vegetation and debris from the side slopes of the east and west feeder roads
- ♦ Removal of existing signage along the west feeder road
- ♦ Mill the existing road surface and base material from the

- east feeder road
- ◆ Place the milled material along the west feeder road to form the new alignment
- ◆ Haul in additional road material as necessary to form the new alignment
- ◆ Remove existing drainage culverts at FM 1495
- ◆ Install new drainage culverts with safety end treatments
- ◆ Prepare new feeder road alignment for asphalt
- ◆ Add asphalt to the new feeder road alignment
- ◆ Stripe the new feeder road
- ◆ Replace or add signage to the west feeder road

1.02 To accomplish the tasks set forth above, in cooperation with the County under the Interlocal Cooperation Act and other applicable statutes, the CITY shall provide the following:

- ◆ Furnish all materials for the project, together with design, engineering studies, drawings, and environmental permits
- ◆ Rental of the milling machine
- ◆ County labor and equipment in excess of \$5,000
- ◆ Traffic control plan signage
- ◆ Permission letter from TXDOT for the County to remove existing culverts, install new culverts, and make the new feeder road tie-in to FM 1495
- ◆ Permission letter from Dow for the County to work on the east feeder road
- ◆ Certified copy of Gift Deed of Dow transferring the ownership of the property on which the west feeder road occupies to the City of Freeport

1.03 The parties intend that COUNTY, in performing such services, shall act as an independent contractor and shall have control of the work and the manner in which it is performed. COUNTY is not to be considered an agent or employee of CITY.

1.04 COUNTY does not warrant the suitability for this project of any material purchased by CITY from a third party which maintains a continuing contract with COUNTY. Any cost estimate made in connection with this project is only an estimate and is not a warranty of the final cost of the project.

1.05 To the extent permitted by law, CITY agrees to assume the risk of, fully indemnify, hold harmless and defend COUNTY, its agent, officers and employees from any and all loss, damage, cost demands and causes of action of any nature or kind, for loss or damage to property, or for injury or death to persons, arising in any manner from the performance of the above referenced work.

1.06 COUNTY executes this Agreement by and through the County Judge acting pursuant to Order of the Commissioners Court so authorizing,

and the CITY executes this Agreement by and through its Mayor acting pursuant to authorization of its City Council.

- 1.07 Nothing herein shall be construed to make either party a purchaser or consumer of goods or services from the other.
- 1.08 Nothing herein shall be construed to create any rights in third parties.
- 1.09 Fulfillment of the terms of this Agreement is contingent upon Freeport obtaining permission from TXDOT for the County to remove existing culverts, install new culverts, and make the new feeder road tie-in to FM 1495, approval letter from Dow giving permission for the County to work on the east feeder road, and a copy of deed record transferring ownership of the west feeder road from The Dow Chemical Company to the City of Freeport.

IN TESTIMONY OF WHICH, witness our signatures on the execution dates herein below.

CITY OF FREEPORT

BRAZORIA COUNTY, TEXAS

By: _____
MAYOR
CITY OF FREEPORT

By: _____
COUNTY JUDGE
BRAZORIA COUNTY, TEXAS

Date signed: _____

Date signed: _____



Company

June 24, 2008

CITY OF FREEPORT

RE: RIGHT TO ENTER AND REMOVE THE ROAD AND ROAD BASE ON THE DOW CHEMICAL COMPANY'S PROPERTY

The Dow Chemical Company ("TDCC") has no objection and permission is granted to CITY OF FREEPORT ("THE CITY") to enter and remove the east feeder road and road base and related appurtenances, (the "Work"), per the attached Exhibit "A" on TDCC's property, located on, over, through and across certain tracts or parcels of land being more fully described as follows:

East Feeder Road on the North side of the FM 1495 Bridge AKA Pine Street Bridge

and more particularly shown per the attached Exhibit "B", (the "Property"), consisting of one page and incorporated into this Letter of No Objection, ("Letter"), for all purposes, provided THE CITY abides by the following conditions and requirements herein at all times that this Letter is in effect.

1. THE CITY will notify the following TDCC Site Representative seventy-two (72) hours prior to commencement of the Work on TDCC Property. Contacts are:

Clara Ray (979) 238-9001 Office, (979) 292-9542 Cell

THE CITY shall contact Carla Gore at 979-238-9038 for security issues and concerns before the Work begins.

2. THE CITY and its Contractors or Subcontractors shall abide by all applicable safety rules, regulations and guidelines promulgated by TDCC including but not limited to the "DOW Texas Operations Administrative Safety Manual for Service, Maintenance, and Construction," as updated, revised, or replaced from time to time by TDCC.
3. THE CITY agrees, that the rules of conduct applicable to personnel of THE CITY or its Contractors or Subcontractors while on TDCC's Property, prohibit, among other things, (a) the possession or use of alcoholic beverages or being under the influence, (b) the possession or use of unauthorized drugs or being under the influence, (c) the possession of firearms, (d) horseplay/fighting, (e) vandalism, (f) theft of time or property, (g) dishonesty or falsification of records, and (h) smoking. THE CITY will notify TDCC

if any worker of THE CITY or its Contractors or Subcontractor who perform the Work is terminated for violation of the rules of conduct.

4. At TDCC's request, THE CITY will remove or cause its Contractors or Subcontractors to remove from TDCC's Property any person who is violation of rules generally applied by TDCC to the conduct of personnel of TDCC's Contractors or Subcontractors.
5. THE CITY agrees to give prompt notice to TDCC of (1) injuries, (2) any spills or leaks affecting the Property, and (3) any complaint, order, citation or other notice received by THE CITY with regard to air emissions, water discharges or any other environmental matter arising from THE CITY's activities on, and affecting TDCC's Property.
6. THE CITY agrees to conduct the Work in a careful, diligent manner, in compliance with current industry standards of practice and with appropriate regard for TDCC's Property, taking particular caution with regard to any pipelines existing on said Property or adjacent thereto.
7. THE CITY agrees that its employees, subcontractors and suppliers who perform the Work shall comply with all applicable federal, state and local laws, rules, regulations, orders and ordinances.
8. This Letter is subject to THE CITY obtaining any additional permits and/or governmental authorization that may be necessary to conduct the Work.
9. THE CITY or their designee shall make a "Texas One-Call" prior to performing the Work and comply with all applicable laws.
10. In Connection with the Work, THE CITY shall at all times keep TDCC's Property free and clear of mechanic's and materialman's and other liens, and all charges, claims and encumbrances caused or created by THE CITY or anyone claiming through or under THE CITY. THE CITY shall at all times hold TDCC harmless against all liens, charges, claims, encumbrances, leases, penalties, damages or costs, (including reasonable attorney's fees), to the extent caused by or attributable to any act or omission of THE CITY, or its employees, agents, concessionaires, invitees or customers.
11. Coordinated Responses. Because of the integrated nature of TDCC, THE CITY and its Contractors or Subcontractors agrees to comply with TDCC site-wide emergency response, loss prevention, personnel safety, and security policies (as they may be amended from time to time), for example, communications through TDCC's emergency communication center, hurricane procedures, common alarm signaling, and site evacuations. Further, each party agrees to reasonably cooperate with the other party in (a) the investigation of any safety, emergency, or loss prevention incidents, and (b) gathering data required to complete applications for permits, approvals, certificates, and licenses.

12. THE CITY will follow TDCC's excavation policy (M-74), attached hereto as Exhibit "C", for any machine excavation done near existing TDCC pipelines.
13. Any property intended to be used as work areas or lay-down areas for dirt or equipment shall be pre-designated and approved by TDCC's Site Representative stated in #1 above.
14. THE CITY shall make repairs to any damage to TDCC's facilities to the extent caused by THE CITY and/or its contractors and subcontractors while performing the Work.
15. TDCC will notify its' employees of the construction to be performed on the east and west feeder roads as well as the permanent closure of the east feeder road. TDCC will ensure that access to the east feeder road is appropriately blocked at both ends of the work site.
16. TDCC will donate the road surface and road base material from the east feeder road to be used for the west feeder road expansion.
17. Upon completion of the material removal, clean-up and proper grading of the east ramp worksite, TDCC will ensure that the work area surface is appropriately prepared in accordance with TDCC's customary practices and in harmony with surrounding property.
18. All Work and clean-up after the Work will be done to the reasonable satisfaction of TDCC's on-site representative.
19. The road construction activities shall not disturb the ground more than one (1) foot below the ground surface.

20. INDEMNITY -

THE CITY hereby agrees to protect, defend, indemnify, reimburse and hold harmless TDCC, its agents, officers, directors, employees, shareholders, representatives, insurers, parent, subsidiary and affiliated companies, contractors and subcontractors, and all of their respective agents, officers, directors, employees, shareholders, insurers, contractors and subcontractors (all such parties are collectively hereinafter referred to as the "Indemnified Parties") from and against all claims, losses, costs (including, but not limited to, reasonable attorneys' fees, court costs and other costs of suit), demands, damages, lawsuits, judgments (including, but not limited to prejudgment and post judgment interest), penalties, civil or administrative penalties, liabilities, debts, appeal bonds, supersedeas bonds, expenses and causes of action of whatsoever nature or character, whether known or unknown, and whether arising out of contract, tort, strict liability, breach of warranty, products liability, misrepresentation, violation of federal, state or local statutes, regulations or laws and/or any cause whatsoever, without limit and without regard to the cause or causes thereof, including, without limitation, claims due to bodily injury, death, loss of tangible property or abatement or remediation of environmental damage or impairment (hereinafter all of the foregoing are collectively referred to as "Claims"), which in any way arise out of, result from or are related to THE CITY's use of or presence on the Property, or any action, event or circumstance which occurs or exists, or is alleged to have occurred or existed, in or about the Property because of THE CITY's use thereof or presence thereon, and which are asserted by or arise in favor of THE CITY or any of its contractors or subcontractors or any of its or

their agents, representatives, employees (and/or their spouses or relatives), insurers, contractors and subcontractors or any other third party, WHETHER OR NOT CAUSED BY THE JOINT, COMPARATIVE, AND/OR CONCURRENT NEGLIGENCE, FAULT OR STRICT LIABILITY OF THE INDEMNIFIED PARTIES. THIS LETTER IS INTENDED TO INDEMNIFY THE INDEMNIFIED PARTIES AGAINST THE CONSEQUENCES OF ITS OR THEIR NEGLIGENCE, FAULT OR STRICT LIABILITY AND AGAINST THE CONSEQUENCES OF ITS OR THEIR OWN NEGLIGENCE, FAULT OR STRICT LIABILITY OCCURRING JOINTLY, CONCURRENTLY OR COMPARATIVELY WITH THE NEGLIGENCE, FAULT OR STRICT LIABILITY OF THE CITY OR ANY CONTRACTOR OR SUBCONTRACTOR OF THE CITY OR ANY OF ITS OR THEIR AGENTS, REPRESENTATIVES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS OR ANY OTHER THIRD PARTY; PROVIDED HOWEVER, THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT, OR LIABILITY WHERE THE INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE INDEMNIFIED PARTIES, UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY.

In any and all Claims against the Indemnified Parties by any employee of THE CITY or any contractor, or any subcontractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, the indemnification obligation of THE CITY under this Letter shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for THE CITY or any contractor or subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

21. Insurance

During the term of this Letter and until final acceptance by TDCC of all Work,, THE CITY shall carry the minimum insurance described in Subsections 21.1.1, 21.1.2, and 21.1.3 below with insurance carriers rated at least A- by A.M. Best. Nothing contained in this Section may be construed as limiting the liability assumed by THE CITY under Article 20.

21.1.1 Workers' Compensation Insurance and Employer's Liability Insurance including occupational disease in accordance with the laws of the state(s) where the Work or services are to be performed. THE CITY and all subcontractors of any tier must be subscribers to statutory Workers' Compensation Insurance.

- (a) Workers' Compensation Insurance shall have the minimum limits as required by statute for the state(s) where the work or services will be performed.
- (b) Employer's Liability Insurance shall have the following minimum limits:

- (i) Bodily Injury by accident - \$1,000,000 each accident;
- (ii) Bodily Injury by disease - \$1,000,000 each employee; and
- (iii) Bodily Injury by disease - \$1,000,000 policy limit.

If the performance of Work or services in connection with this Letter, or the performance of any contract or purchase order to which this Letter applies, requires the use of watercraft or is performed over water, THE CITY shall also provide coverage for liability under U. S. Longshoremen's and Harbor Workers' Compensation Act and liability for admiralty benefits and damages under the Jones Act and any other endorsements that may be appropriate for work or services in connection with watercraft or water.

- 21.1.2 Commercial General Liability Insurance, including contractual liability, products, completed operations (completed operations coverage shall be extended for a period of 2 years following final acceptance of the Work by TDCC), and personal injury liability coverage, with limits of not less than \$5,000,000 combined single limits each occurrence.
- 21.1.3 Automobile Liability Insurance, on each and every unit of automobile equipment, whether owned, non-owned, hired, operated, or used by THE CITY and/or its subcontractors of any tier in the performance of this Letter or any contract or purchase order to which this Letter applies, covering injury, including death, and property damage, in an amount not less than \$1,000,000 per accident.
- 21.1.4 *Additional Insurance Requirements* - THE CITY shall abide by the following additional insurance requirements:
 - (a) Add to Policies as Additional Insured: All insurance policies purchased and maintained in compliance with Section 21.1 as well as any excess and/or umbrella insurance policies, shall name TDCC as additional insured. Additional insured coverage must be evidenced by use of ISO Endorsement Form No. CG2010 "Additional Insured - Owners, Lessees or LESSEE's - Form B" and must include all of the entities and persons listed above. NOTE: THIS ENDORSEMENT SHALL NOT BE AMENDED IN ANY WAY.
 - (b) Waiver of Subrogation: All insurance policies purchased and maintained in compliance with Section 21.1.1 as well as any excess and/or umbrella insurance policies, shall be endorsed to provide that underwriters and insurance companies of THE CITY shall not have any right of subrogation against TDCC.

- (c) Primary Insurance: All insurance policies purchased and maintained in compliance with Section 21.1.1 as well as any excess and/or umbrella insurance policies, shall be endorsed to provide that the coverage provided by THE CITY's insurance shall always be primary coverage and non-contributing with respect to any insurance carried by TDCC.
- (d) Notice of Cancellation: All insurance policies purchased and maintained in compliance with Section 21.1.1 as well as any excess and/or umbrella insurance policies, shall be endorsed to provide that 30 days' prior written notice shall be given TDCC in the event of cancellation or material change in the policies.
- (e) Liability Endorsement: All insurance policies purchased and maintained in compliance with Section 21.1 as well as any excess and/or umbrella insurance policies, shall be endorsed to provide coverage for liability assumed by THE CITY under all written contracts between TDCC and THE CITY.
- (f) Waiver of Right of Recovery: THE CITY and its subcontractors of any tier at all times shall waive any right of recovery against TDCC for loss or damage covered by insurance policies of the types purchased and maintained in compliance with Section 21.1.1 as well as any excess and/or umbrella insurance policies, regardless of whether or not so maintained.
- (g) Certificates: THE CITY shall furnish TDCC, prior to the commencement of any work or services in connection with this Letter or any contract or purchase order to which this Letter applies, with a certificate or certificates, or copy of the policy properly executed by the insurance carrier, showing all the insurance described in Subsections 21.1.1, and, in the case of a certificate or certificates, including specific reference to compliance with Subsections 21.1.4 (a), (b), (c), (d), and (e) and containing the following statement, "The General Liability and any excess and/or umbrella liability insurance certified hereunder includes coverage for liability assumed by the Insured under all written contracts between The Dow Chemical Company and the Insured".

22. This Letter shall be governed by the laws of the state of Texas, regardless of its conflict of laws provisions. If any provision of this Letter or the application thereof to any person or circumstance is, for any reason, and to any extent, held to be invalid or unenforceable under applicable law, then such provision will be deemed limited or modified to the extent necessary to make the same valid and enforceable under applicable law. Any invalid or unenforceable provision shall be replaced with such new provision which will

allow the parties to achieve the intended economic result in a legally valid and effective manner.

23. This Letter shall expire on September 21, 2008. The terms and provisions of paragraphs 10 and 20 shall survive the cancellation, expiration, or termination of this Letter.

If TDCC can be of further assistance, please contact Clara Ray at 979-238-9001. Please acknowledge your agreement to the aforementioned conditions by signing below and returning one copy of this Letter to Clara Ray, The Dow Chemical Company, 2301 N. Brazosport Blvd, APB-2005, Freeport, TX 77541 and retain the other for your records.

Sincerely,

Douglas P. Whipple
Property Manager, Texas Operations

AGREED TO AND SIGNED THIS
_____ DAY OF _____, 2008

Name
Title



Sherri Stanford
Brazoria County
Interlocal Agreement Coordinator

RE: FM 1495 FEEDER ROAD EXPANSION PROJECT

PROJECT HISTORY

The FM 1495 Feeder Road Expansion project will involve the combined efforts of the City of Freeport, Brazoria County, and the Dow Chemical Company. The project is located on the north side of the FM 1495 (or Pine Street or Navigation Blvd.) bridge as it crosses over the Old Brazos River. The actual work will be limited to the west, or southbound, feeder road and the east, or northbound, feeder road. Currently, the two feeder roads are being utilized as single lane one-way traffic. The Dow Chemical Company has transferred the ownership of the property on which the west feeder road occupies to the City of Freeport by Gift Deed recorded in Clerk File (2007) 031888 of the Official Records of Brazoria County, Texas. The Dow Chemical Company continues to maintain ownership of the property on which the east feeder road occupies and will permanently close this feeder road to all traffic upon completion of this project.

REQUEST FROM THE CITY OF FREEPORT

The City of Freeport is requesting that Brazoria County enter into an inter-local agreement with the City of Freeport to provide the necessary supervision and workforce to mill the road surface and road base material from the east feeder road, place the milled material along the west feeder road, improve the west feeder road to a pavement width of 28 feet, remove existing culverts and install new culverts with safety end treatments at FM 1495, apply asphalt to the new road surface, and finish grade along the improved west feeder road to allow a positive drainage flow pattern.

ENTITY PARTICIPATION

The Dow Chemical Company (Dow) – Dow will notify its' employees of the construction to be performed on the east and west feeder roads as well as the permanent closure of the east feeder road. Dow will donate the road surface and road base material from the east feeder road to be used for the west feeder road expansion. Dow will provide and install concrete barriers to be placed at the beginning and at the end of the work site on the east feeder road. Upon completion of the work on the east feeder road, Dow will spread and water grass seeds over the work site.

Brazoria County (The County) - Brazoria County will provide the equipment (excluding the milling machine), supervision, and manpower to construct the FM 1495 Feeder Rd. improvements as shown on the engineering drawings, Sheet 1 through 8, by Damian and Associates. The County shall perform the following tasks (but not be limited to): (1) removal of vegetation and debris from the side slopes of the east and west feeder roads, (2) removal of existing signage along the west feeder road, (3) mill the existing road surface and base material from the east feeder road, (4) place the milled material along the west feeder road to form the new alignment, (5) haul in additional road material as necessary to form the new alignment, (6) remove existing drainage culverts at FM 1495, (7) install new drainage culverts with safety end treatments, (8) prepare new feeder road alignment for asphalt, (9) add asphalt to the new feeder road alignment, (10) stripe the new feeder road, (11) replace or add signage to the west feeder road.

The County will have authorization to purchase the required materials based on a City of Freeport Purchase Order.

The City of Freeport (Freeport) – Freeport will provide the funding for the project, including the rental of the milling machine. Freeport will provide the engineering drawings and traffic control plan signage. Freeport will obtain permission from TxDOT to remove existing culverts, install new culverts, and make the new feeder road tie-in to FM 1495. Freeport will obtain an approval letter from Dow giving permission to work on the east feeder road.

SCOPE OF WORK

The scope of work is to improve the west feeder road to a 28 foot pavement width from its' current 15 foot pavement width. This will allow for two-lane two-way traffic along the west feeder road. With the east feeder road being permanently closed to all traffic, the road surface and road base material from the east feeder road will be utilized for the expansion of the west feeder road.

A detailed scope of work is as follows: (1) mill approximately 12 inches deep by 20 feet wide (includes shoulder) by 800 feet long of road surface and road base material from the east feeder road, (2) remove all vegetation and debris from the west feeder road and prepare the side slopes of the existing west feeder road for receiving the milled material, (3) remove existing feeder road signage, (4) mill approximately 12 inches deep by 15 feet wide (includes shoulder) by 850 feet long of road surface and road base material from the west feeder road, (5) install new culverts with safety end treatments, (6) cement stabilize all milled material, (7) build and compact proposed west feeder road alignment with material milled from the east feeder road, (8) apply road base sealant, (9) apply asphalt, (10) install new feeder road signage, (11) paint pavement striping, (12) grade existing drainage ditches to maintain a positive flow pattern towards FM 1495, and (13) dress up work area.

ESTIMATED MATERIAL AND EQUIPMENT COST (as of October 2, 2007)

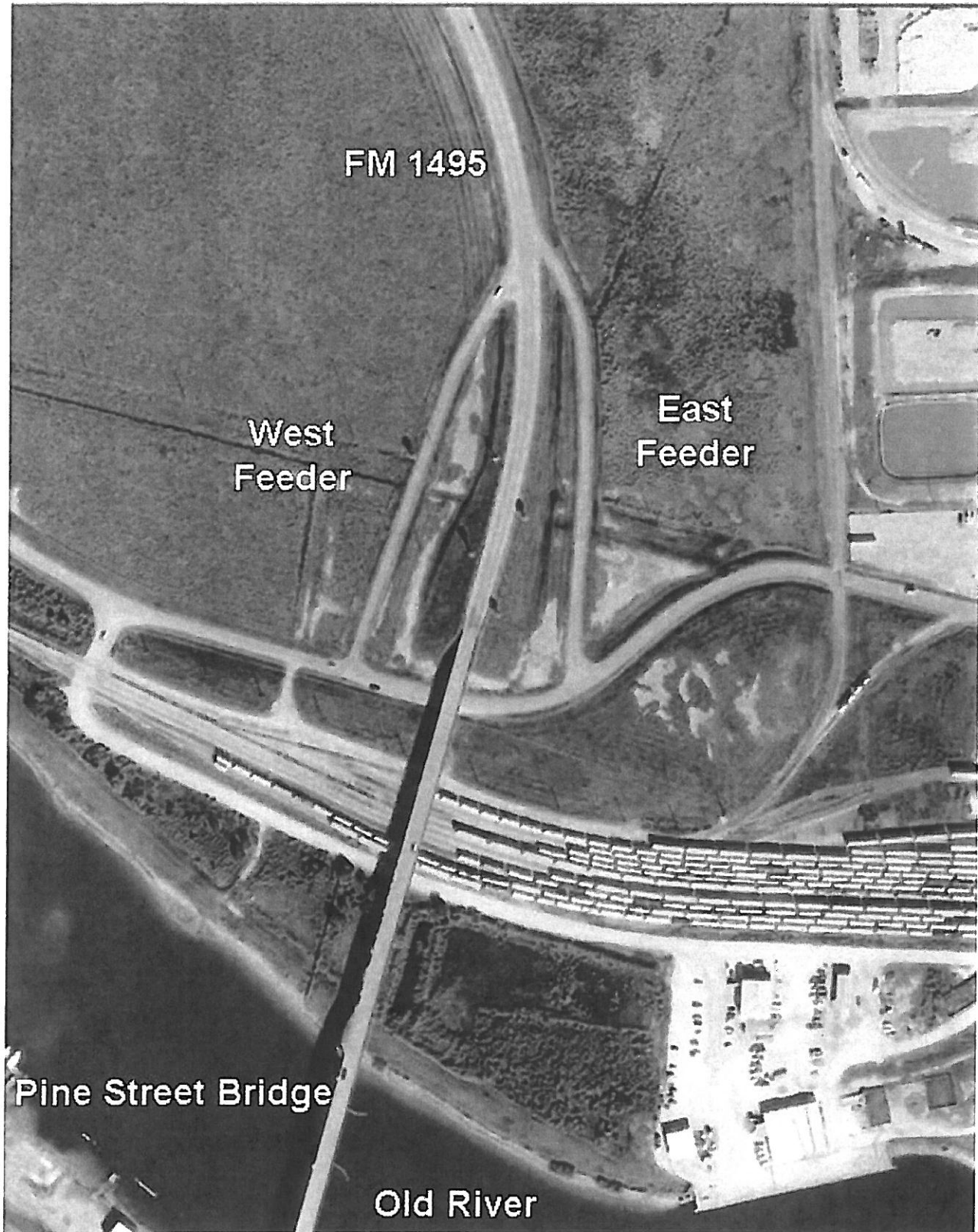
- Portland 101 tons @134.50 = \$13535
- MC- 30 300 gal. @2.49g = \$750
- Asphalt 540 tons @ 53.30 = \$28,762

- Milling Machine up to 12" = \$1.55 / sq yd (up to 12"), \$3.10 / sq yd (over 12")
(estimated cost of milling machine = \$6,500.00)

If you have further questions, please do not hesitate to contact me.



Gary Beverly
City Manager
City of Freeport



JULY 1, 2008

COMMISSIONERS' COURT OF BRAZORIA COUNTY, TEXAS

REGULAR/SPECIAL SESSION

ORDER NO. _____

**RE: INTERLOCAL AGREEMENT WITH THE CITY OF FREEPORT TO
WIDEN THE FEEDER ROAD AT FM 1495 TO THE CITY LIMITS
(PRECINCT 1) No. 08-0017**

MOTION BY COMMISSIONER _____

SECONDED BY COMMISSIONER _____,

That the Interlocal Agreement with the City of Freeport be approved to provide the necessary equipment with operators to mill the road surface and road base material from the east feeder road, place the milled material along the west feeder road, improve the west feeder road to a pavement width of 28 feet, remove existing culverts and install new culverts with safety end treatments at FM 1495, apply asphalt to the new road surface, and finish grade along the improved west feeder road to allow a positive drainage flow pattern, with all materials to be furnished by the City, pursuant to Texas Transportation Code Sec. §251.015, and the Interlocal Cooperation Act, Tex. Gov. Code Sec. §791.001 et. Seq.

Freeport will provide the funding for the project, including the rental of the milling machine, and reimbursement shall be made to the County for personnel and equipment, if such cost exceeds \$5,000. Freeport will provide the engineering drawings and traffic control plan signage.

Further, that under the terms of the Agreement, attached as Exhibit A, the County will supply equipment with operators to widen the feeder road at FM 1495, including drainage work; and

Fulfillment of the terms of this Agreement is contingent upon Freeport obtaining permission from TXDOT for the County to remove existing culverts, install new culverts, and make the new feeder road tie-in to FM 1495, approval letter from Dow giving permission for the County to work on the east feeder road, and a certified copy of deed record transferring ownership of the west feeder road from The Dow Chemical Company to the City of Freeport.

The County Judge is authorized to sign the above-referenced Interlocal Agreement on behalf of the County.

A certified copy of this order shall be forwarded to the County Engineer.

VOTING

AYE

NAY

County Judge King

Commissioner Payne

Commissioner Sebesta

Commissioner Harris

Commissioner Rhodenbaugh

1495 FREEPORT

BASE

807 TONS	CRUSHED CONCRETE	@ \$ 14.00 TON	→ 11,298.00 ←
100 TONS	PORTLAND CEMENT(14")	@ \$136.00 TON	13,600.00

ASPHALT

540 TONS	HMALC TYPE D	@\$ 68.16 TON	36,806.00
540 TONS	HMALC TYPE D DELIVERED	@ \$ 65.00 TON	→ 35,100.00

PIPE

90'	36" RCP		4,887.00
1 PAIR	36" S.E.T.		3,700.00

SAND

100 TONS	12% STABILIZED SAND	@ \$ 17.24 TON	1,724.00
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MILLING MACHINE

1690 SQ YD	@ \$1.55 UP TO 12"		2,619.50
------------	--------------------	--	----------

TOTAL:	74,634.50	
	AMERICAN	CENTURY(del.)

~~15,000.00~~ YATES
~~15,000.00~~ DORSETT
~~11,298.00~~ (Yates/Dorsett)
FPT → 31,630.00 MAX EST.

NOTES:

CRUSHED CONCRETE- THIS AMOUNT PROBABLY WON'T BE USED, ADDED JUST IN CASE WE NEED ANY. *(IF BASE FROM BOTH ROADS AREN'T ENOUGH FOR CORRECT HEIGHT BEFORE ASPHALT).

MILLING MACHINE -JAVELINA MIGHT NOT WANT TO DRIVE THIS FAR FOR THIS SMALL AMOUNT.

START: March / April
 FOOT: Permit - Damian

Delia Munoz

From: Roy Yates [Roy@FREEWELD.COM]
Sent: Tuesday, January 13, 2009 7:58 AM
To: dmunoz@freeport.tx.us; Nhickey
Cc: Jeff Pynes; jd@dorsettbrothers.com; Jason Kocian; Daniel Yates; dudep@brazoria-county.com; kellis@brazoria-county.com; rdamian@damianassociates.net
Subject: RE: Message from KMBT_C253

At our meeting, and per the note at the bottom of the estimate, that the crushed concrete "probably won't be used", we agreed that we (Freeport Welding) and Dorsett would pay the \$15,000.00 each, and that *if* the crushed concrete was used, Freeport Welding would pay the additional \$11,298.00.

Thanks,
 Roy E. Yates
 Freeport Welding & Fabricating, Inc.
 Phone 979-233-0121
 Fax 979-233-0349
 Cell 979-248-6266
 Physical address:
 200 North Navigation Boulevard
 Freeport, Texas 77541
 Mailing Address:
 PO Box 2076
 Freeport, Texas 77542
 e-mail <<mailto:roy@freeweld.com>>
 Cell Text Messaging <<mailto:9792486266@vtext.com>>
 Web Site <<http://www.freeweld.com/>>

From: Delia Munoz [mailto:dmunoz@freeport.tx.us]
Sent: Monday, January 12, 2009 5:56 PM
To: Roy Yates; Nhickey
Cc: Jeff Pynes
Subject: FW: Message from KMBT_C253

Mr. Yates & Bill Dorsett:

Per Mr. Nat Hickey, please review the proposed material cost of 1495 Project. Nat will be talking to Mr. Rene Damian about any changes. Please inform Mr. Bill Dorsett of the proposed cost. Let's wait to see if there is any changes in materials.

Let me contact you when this amount is accurate. Will you be willing to commit to this amount?

Delia Munoz

-----Original Message-----

From: kyocera@freeport.tx.us [mailto:kyocera@freeport.tx.us]
Sent: Monday, January 12, 2009 12:27 PM
To: dmunoz@freeport.tx.us
Subject: Message from KMBT_C253

Delia Munoz

From: Chief Jeff Pynes [jpynes@freeport.tx.us]
Sent: Tuesday, December 02, 2008 2:04 PM
To: dmunoz@freeport.tx.us
Subject: FW: [BULK] 1495 Project

From: Roy Yates [mailto:Roy@FREEWELD.COM]
Sent: Tuesday, November 25, 2008 12:47 PM
To: Chief Jeff Pynes
Subject: RE: [BULK] 1495 Project

Thanks for your help. I forwarded your e-mail to Bill Dorsett, who owns Dorsett Bros. Concrete. We probably should include him, since he's agreed to kick in on this project.

Thanks,
Roy E. Yates
Freeport Welding & Fabricating, Inc.
Phone 979-233-0121
Fax 979-233-0349
Cell 979-248-6266
Physical address:
200 North Navigation Boulevard
Freeport, Texas 77541
Mailing Address:
PO Box 2076
Freeport, Texas 77542
e-mail <mailto:roy@freeweld.com>
Cell Text Messaging <mailto:9792486266@vtext.com>
Web Site <http://www.freeweld.com/>

From: Chief Jeff Pynes [mailto:jpynes@freeport.tx.us]
Sent: Tuesday, November 25, 2008 9:43 AM
To: Roy Yates
Subject: [BULK] 1495 Project
Importance: Low

Mr. Yates,

I wanted to let you know that I have been working on the 1495 project. Just this morning I spoke with Rene Damian regarding the project and we are developing a plan to get this done for you after January. I plan to schedule a meeting sometime after Thanksgiving between Rene Damian, yourself, Commissioner Payne, and myself to discuss and hopefully finalize the issue.

I will keep you posted on the progress.

Jeff Pynes



Freeport Welding & Fabricating, Inc.

200 North Navigation Blvd. • P.O. Box 843, Freeport, TX 77542 • (979) 233-0121 Freeport • (281) 393-1411 Houston
(800) 560-0121 WATS • (979) 233-0349 Fax • freeweld.com (Website)

01/14/2009

Mr. Jeff Pynes
City manager
City of Freeport
Freeport, Texas 77541

Re: FM 1495/Pine Street Bridge bypass

Dear Mr. Pynes:

This is to confirm per our meeting of 12/9/2008, that Freeport Welding has committed to a contribution towards this project of \$15,000.00, plus an additional \$11,298.00 if it becomes necessary to use the crushed concrete as specified on the attached estimate from Brazoria county Precinct 1.

Please let me know if there is any other information that we can provide.

Best Regards,

A handwritten signature in black ink, appearing to read "Roy E. Yates".

Roy E. Yates
President
Freeport Welding & Fabricating, Inc.

When nothing but top quality, performance & know-how will do



DORSETT BROTHERS

CONCRETE SUPPLY, INC.

P.O. Box 5766
Pasadena, Texas 77508-5766
281/487-0264
Fax 281/487-2651
800/392-4700

January 14, 2009

Mr. Jeff Pynes
City Manager
City of Freeport
200 W. 2nd St.
Freeport, TX 77541

Re: FM 1495/Pine St. Bridge Bypass Ramp

Dear Mr. Pynes,

This letter is to confirm that Dorsett Bros. Concrete Supply, Inc. has committed to a contribution of \$15,000.00 towards the above-referenced project. We agreed to this commitment in May 2007.

Please do not hesitate to contact me at (281) 487-0264 if you need anything further concerning this matter.

Sincerely,

W. D. Dorsett
President

WDD/mos